

2473

AGREEMENT

Between

PATROLMEN'S BENEVOLENT ASSOCIATION 239

On Behalf of the Patrolmen of the Township of Holmdel

-and-

TOWNSHIP OF HOLMDEL

TERM OF CONTRACT: January 1, 1996 - December 31, 1998

**APRUZZESE, McDERMOTT, MASTRO & MURPHY
A Professional Corporation**

Somerset Hills Corporate Center
25 Independence Boulevard
P. O. Box 112
Liberty Corner, New Jersey 07938
(201) 580-1776

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Article I

RECOGNITION

The Township recognizes the P.B.A. Local 239 as the exclusive representative for all patrolmen of the Holmdel Police Department for the purpose of negotiations representation for this contract.

Article II

SAVINGS AND SEVERABILITY

In the event any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Article III

WORK CONTINUANCE

Neither the P.B.A., its officers or agents, nor any of the patrolmen covered by this Agreement will engage in, encourage, sanction, or support or suggest any strikes, slowdowns, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

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In the event any patrolman violates this Article, the P.B.A. shall immediately notify that person in writing to cease such action and shall instruct them to immediately return to their normal duties. All employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

Article IV

MANAGEMENT RIGHTS

It is recognized, as expressly stated herein, that the Township and its representatives shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the department in all of its various aspects, including, but not limited to the right to direct the working forces; to plan, direct and control all the operations and services of the department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer patrolmen; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve patrolmen due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

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Article V

SALARIES

1. Patrolmen shall be paid according to the following schedule:

	<u>1996</u>	<u>1997</u>	<u>1998</u>
Step 1	\$50,809	\$52,968	\$55,087
Step 2	48,011	50,051	52,053
Step 3	44,610	46,506	48,366
Step 4	41,244	42,997	44,717
Step 5	37,842	39,450	41,028
Step 6	25,000	25,000	25,000

A detective patrolman shall receive five hundred dollars (\$500.00) in addition to his base pay.

Patrolmen shall advance a minimum of one (1) pay step each year on the anniversary of his employment.

2. Out-Of-Rank Pay.

Whenever a member of the bargaining unit has filled a superior officer's position and performed the duties of that position for ten (10) cumulative days within a calendar year, the officer shall receive compensation at the starting rate of pay for the superior officer beginning with the eleventh (11th) day said performance occurs and for every day thereafter during that calendar year.

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Article VI

HOLIDAY PAY

1. Patrolmen of the Holmdel Township Police Department shall receive twelve (12) paid holidays, to wit:

1. New Year's Day	7. Labor Day
2. Lincoln's Birthday	8. Columbus Day
3. Washington's Birthday	9. Veterans' Day (11/11)
4. Good Friday	10. Thanksgiving
5. Memorial Day	11. Day after Thanksgiving
6. Independence Day	12. Christmas

2. If a man does not work on a holiday, he will receive eight (8) hours extra pay for the holiday, or a total of forty-eight (48) hours pay for the 40-hour week containing a holiday; if a man works on a holiday, he will receive regular time, plus time and one-half for the holiday, or a total of fifty-two (52) hours pay for the 40-hour week. Only one (1) day shall be considered the holiday when the holiday may fall on a weekend.

3. Extra holiday pay will be paid on the last pay period during the month of November.

Article VII

VACATION TIME

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1. A patrolman of the Holmdel Township Police Department shall accrue vacation time at a rate of one (1) working day per month up to his employment as a patrolman for a period of five (5) years.
2. A patrolman of the Holmdel Township Police Department who has

been employed for a period of five (5) years, and is beginning his sixth (6th) year, shall accrue vacation time at a rate of one and one-quarter (1-1/4) days per month.

3. A patrolman of the Holmdel Township Police Department who has been employed for a period of ten (10) years, and is beginning his eleventh (11th) year, shall accrue vacation time at the rate of one and one-half (1-1/2) days per month.

4. A patrolman of the Holmdel Township Police Department who has been employed for a period of fifteen (15) years, and is beginning his sixteenth (16th) year, shall accrue vacation time at the rate of one and two-thirds (1-2/3) days per month.

5. A patrolman shall take his vacation in the year it is earned.

6. Patrolmen shall be entitled to two (2) personal days off with pay per year. This day will be scheduled in accordance with the rules and procedures established by the Chief of Police.

Article VIII

CLOTHING

A. Allowance

1. A patrolman shall receive an annual clothing allowance of five hundred seventy-five dollars (\$575.00).

2. This clothing allowance shall be allotted through voucher procedure and in accordance with applicable ordinances and statutory procedure.

3. No clothing allowance shall be paid during the first twelve (12) months of employment, and allowance shall be prorated

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for less than a calendar year beginning at the end of the first year.

B. Maintenance

1. Patrolman shall receive an annual clothing maintenance allowance of two hundred seventy-five dollars (\$275.00).

2. This amount shall be paid each year beginning January 1, and ending December 31, and shall be paid to the selected cleaning establishment upon submission of a voucher for the total by each patrolman in accordance with applicable Township ordinances and procedures.

3. The amount will be prorated for less than a year.

Article IX

SICK LEAVE

1. A patrolman of the Holmdel Township Police Department shall accrue sick leave at a rate of one and one-quarter (1-1/4) days per month up to the end of the first calendar year of employment. Thereafter, at the beginning of each calendar year in anticipation of continued employment, patrolmen shall be credited with fifteen (15) working days per year. There shall be no limit to the total number of days a patrolman may accrue.

2. A patrolman, upon qualified retirement, shall receive one-half (1/2) pay for any and all unused accrued sick leave up to a maximum pay out of seven thousand dollars (\$7,000.00).

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Article X

OVERTIME

1. The regular hours of employment of a patrolman of the Holmdel Township Police Department shall not exceed eight (8) consecutive hours in any one day, or more than an average of forty (40) hours per week. Any time over this eight (8) hours of consecutive work, or over this average of forty (40) hours shall be considered overtime.

2. Overtime hours shall be paid at a rate of one and one-half (1-1/2) times the hourly rate of the individual patrolman who has worked these said hours and shall be paid monthly as worked.

3. Overtime hours are subject to the approval of the Chief of Police, and statutory restrictions as applicable. These hours shall begin at such time as the officer officially arrives at his assigned duty location.

4. If a patrolman is called in to duty from his residence, or other location, other than time which would be a continuation of a regular shift or time that would continue into a regular shift, he will receive a minimum of two and two-thirds (2-2/3rds) hours overtime, or the equivalent of four (4) hours of the individual patrolman's regular hourly pay rate.

5. Any officer required to perform firearms qualification at any time other than regularly scheduled work time shall be compensated in accordance with the provisions of this Article.

6. In accordance with the past practice of this Department, comp. time shall continue to be an option of each employee in lieu

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of cash payment for overtime work. Said compensatory time shall be accrued at the rate of one and one-half (1-1/2) times for each hour worked or fraction thereof worked by the employee. Each employee shall be entitled to accrue and accumulate the total amount of five (5) work days worth of comp. time into a bank. Once said five (5) days have been accrued, all further overtime compensation shall be in cash. Should an employee not utilize any or all of the comp. time within the bank, said bank shall be carried from year to year.

Article XI

INSURANCE

A. Life Insurance

The Township shall provide each patrolman with \$20,000 group term life insurance which will be with an insurance company of the Township's selection.

B. Dental Insurance

The Township will pay up to \$300 per year for a family and a proportionate share for an individual to a dental plan for the patrolman and their families. The amount shall be prorated for the part of the year in which the plan is in force.

Article XII

FUNERAL LEAVE

1. Patrolmen shall be entitled to three (3) days off in the event of the death of a member of his immediate family or the immediate family of his spouse.

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2. The patrolman is entitled to these three (3) days, but it is in his option to take none, one, two, or three of the days.

3. The immediate family is spouse, mother, father, sister, brother, or child, of the individual or his spouse.

Article XIII

HOSPITALIZATION

1. The Township of Holmdel shall pay and provide hospitalization for each patrolman employed by the Holmdel Township Police Department, and said patrolman's eligible spouse and children.

2. This hospitalization shall be the CIGNA Health Care Plan Coverage, subject to appropriate State laws concerning community health plans. The Township reserves the right to change carriers providing the level of benefits remains the same.

3. Each patrolman shall have the choice of the particular plan selection.

4. All officers hired by the Township on or after January 1, 1996, shall have their dependant coverage capped at the 1992 premium rate and will reimburse the Township for any amount in excess of the 1992 premium rate.

Article XIV

COLLEGE CREDITS

1. Every patrolman employed by the Township of Holmdel Police Department, hired prior to January 1, 1979, who elects to further his education in an endeavor to make himself a more knowledgeable

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person, shall receive twenty dollars (\$20.00) for each college credit he successfully completes. This remittance will be in addition to his annual salary, and other benefits patrolmen are entitled to.

A. Only courses which are creditable toward a degree in law enforcement or criminal justice are applicable to this incentive payment.

B. The patrolman will receive payment for these credits upon the submission of a voucher to the Township with a copy of the transcript as verification of credits obtained prior to December 31, on courses completed prior to December 31 for the year in which credit is taken under the terms of this contract, in accordance with applicable local ordinances and procedures.

C. The patrolman will receive continuous annual payment for all college credits accumulated after January 1, 1974; this accumulated amount being added to base salary, but not becoming a part of base salary.

Example: If a patrolman had obtained three college credits after January 1, 1974, he would receive \$60 upon submitting a voucher to the Township. This same patrolman obtained an additional six credits in the calendar year 1975, he would receive money for all credits accrued to that date. He would receive payment for a total of nine credits, or \$180.

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2. Every patrolman employed by the Township of Holmdel Police Department, hired after December 31, 1978, who elects to further his education in an endeavor to make himself a more knowledgeable person, shall receive five hundred dollars (\$500.00) upon his obtainment of his Associate Degree in Criminal Justice. Further, obtaining a Bachelor's Degree in Criminal Justice shall increase this payment to one thousand dollars (\$1,000.00).

A. Payment shall be made as a bonus in the year a degree is obtained. In succeeding years, for payroll purposes, it shall be paid over the pay periods for that calendar year and each year thereafter.

B. The degrees must be obtained through credits gained by attending classes at an accredited college and granted by a college that awards degrees in residence.

No external degrees, correspondence credits, or any non-attendance accreditation shall count in this determination.

Article XV

LONGEVITY

1. Upon completion of five (5) years of service with the Holmdel Police Department, longevity will be paid by the Township to each patrolman on the patrolman's anniversary date. (An "anniversary date" is the anniversary of the patrolman's first day of work for the Township.)

2. Beginning with the sixth (6th) year, a patrolman's annual salary will be increased by fifteen hundred dollars (\$1,500.00) to

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be paid as part of his regular pay.

3. Beginning in the eleventh (11th) year, a patrolman's annual salary will be increased by ~~one thousand six hundred dollars~~ ^{Two Thousand} ~~2,000~~ ^{two thousand} to be paid as part of his regular pay.

4. Beginning in the fourteenth (14th) year, a patrolman's annual salary will be increased by two thousand two hundred (\$2,200.00) to be paid as part of his regular pay.

Article XVI

GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure fair and consistent interpretations in this contract and its administration. The parties agree that this procedure is applicable only to the interpretation and administration of this Agreement.

2. A grievance is an appeal of an interpretation, application, or violation of policies, agreements and administrative decisions affecting an individual officer or group of officers.

3. Any interpretation or application or question of violation of policies, agreements, or administrative decisions not involving statutory or regulatory provisions or interpretation or application of provisions of this Agreement or compliance therewith are agreed to be management rights and may be brought directly by the officer or officers affected to the Chief of Police for review. The decision of the Chief of Police on these issues shall be final.

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4. A grievance concerning the interpretation or application of provisions of this contract can be pursued by the individual or individuals directly affected or the P.B.A. An individual or group of individuals shall retain the right to pursue the grievance on his own at any point.

5. A grievance concerning this Agreement as defined in (4) above shall follow the following procedure:

A. Any officer who believes that the contract interpretation has been applied incorrectly to him may institute an action to resolve the matter within his next ten (10) working days of the occurrence of the incident or interpretation, by discussing the matter directly to the Administrator or attempt to resolve it with the officer.

If the Chief of Police is not able to resolve the grievance, he shall refer it to the Administrator. The Administrator shall review the matter with the officer and the Chief of Police, and if the matter is not able to be resolved at that point, the informal procedure shall terminate.

B. If the grievance was filed timely and was not able to be resolved informally, the officer or his representative, if authorized as in (4) above, and the Administrator shall each forward to the Township Committee, through the Township Clerk, a written statement of the grievance and an explanation of the requested resolution.

Within seven (7) days of receipt of such written notice,

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the Township Committee shall schedule a hearing before the full Committee, or a selected subcommittee or individual. Both parties shall have authorized representation of their choosing at this hearing. The Committee, subcommittee, or individual shall, within seven (7) days from the conclusion of the hearing, render a decision.

C. If the P.B.A. is not satisfied with the resolution of the matter, then binding arbitration shall be used to finally resolve the matter. It is understood and agreed that only the P.B.A. or the Township of Holmdel may initiate the arbitration process.

The scope of arbitration shall be strictly the conditions enumerated in the contract.

The arbitrator shall be selected by mutual agreement of the officer and the Township Committee. If the Township Committee and officer cannot agree on an arbitrator with fourteen (14) days, then the arbitrator's selection process shall be the normal PERC procedures for selection of an arbitrator.

An arbitration process shall follow the procedures as outlined by the arbitrator selected.

Arbitration Expenses: All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

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Arbitrator's Powers: The arbitrator shall have no power to add, subtract or modify the terms of this Agreement. Although no incident occurring prior to the date of this contract may be grieved, it is understood that the arbitrator may take into consideration past practices and procedures in interpreting or clarifying the Agreement between the parties. However, it is mutually understood and agreed that the Agreement itself takes precedence over past practices and procedures.

In the event a grievance on this Agreement could also be resolved in another forum, the arbitrator shall not conduct any hearings on the grievances unless the officer waives his rights to proceed in the other forums and appropriate time for filing in those forums has expired.

Any of the steps provided for in this Agreement may be waived by mutual agreement of the officer and the Township.

6. Minor Discipline: Any discipline, including but not limited to a letter of reprimand, which is not appealable to Civil Service shall be considered minor discipline. At the option of the officer, such minor discipline can be appealed under the provisions of the Grievance Procedure as specified in (5) above, provided, however, that the officer agrees not to appeal in another forum and has not appealed to another forum. Expenses for this appeal shall be divided as enumerated in (5)(C) above.

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Holmdel Township Police Department

Patrolmen Agreement

THIS AGREEMENT shall be effective as of January 1, 1996 and expire on December 31, 1998.

If a new Agreement has not been reached prior to the expiration date of this contract, the provisions of this contract shall continue in force until such new Agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and the Township seal of Holmdel to be placed hereon this 26 day of February, 1996.

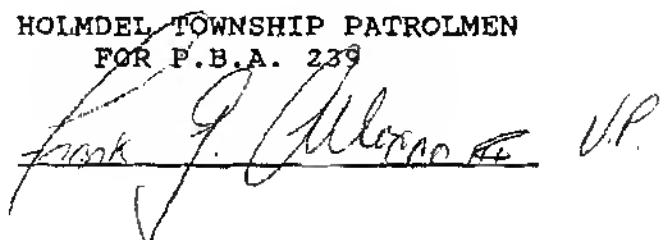
HOLMDEL TOWNSHIP COMMITTEE

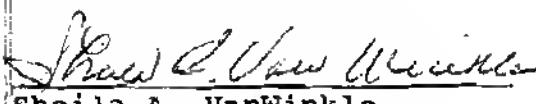


Robert Giannone, Mayor

HOLMDEL TOWNSHIP PATROLMEN

FOR P.B.A. 239

 V.P.



Sheila A. Van Winkle
Municipal Clerk

ATTEST:

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